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Goodrich Pump & Engine Control Systems, Inc.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

DEBORAH GETZ, et al.

No. CV 07-6396 CW

Plaintiffs.

V.

THE BOEING COMPANY, et al.

**ANSWER OF DEFENDANT
GOODRICH PUMP & ENGINE
CONTROL SYSTEMS, INC. TO
AMENDED COMPLAINT**

Defendants.

Defendant Goodrich Pump & Engine Control Systems, Inc., ("Goodrich"), answers Plaintiffs' Amended Complaint as follows: Goodrich denies every allegation in Plaintiffs' Amended Complaint, except as hereinafter specifically admitted, qualified, or otherwise answered.

INTRODUCTION

1. GOODRICH admits that on or about February 17 or 18, 2007, a United States Army MH-47E "Chinook" helicopter, serial number 92-00472 ("Helicopter"), was involved in an accident in Afghanistan (the "accident"). GOODRICH lacks sufficient information or belief to determine whether the remaining allegations of paragraph 1 of the Amended Complaint are true or not, and on this basis, denies these allegations.

1 IDENTIFICATION OF PARTIES

2 2. GOODRICH lacks knowledge or sufficient information to form a belief
3 as to the truth of the allegations in paragraph 2, and therefore denies them.

4 3. GOODRICH lacks knowledge or sufficient information to form a belief
5 as to the truth of the allegations in paragraph 3, and therefore denies them.

6 4. GOODRICH lacks knowledge or sufficient information to form a belief
7 as to the truth of the allegations in paragraph 4, and therefore denies them.

8 5. GOODRICH lacks knowledge or sufficient information to form a belief
9 as to the truth of the allegations in paragraph 5, and therefore denies them.

10 6. GOODRICH lacks knowledge or sufficient information to form a belief
11 as to the truth of the allegations in paragraph 6, and therefore denies them.

12 7. GOODRICH lacks knowledge or sufficient information to form a belief
13 as to the truth of the allegations in paragraph 7, and therefore denies them.

14 9. [Amended Complaint lacks a paragraph no. 8] GOODRICH lacks
15 knowledge or sufficient information to form a belief as to the truth of the allegations
16 in paragraph 9, and therefore denies them.

17 10. GOODRICH lacks knowledge or sufficient information to form a belief
18 as to the truth of the allegations in paragraph 10, and therefore denies them.

19 11. GOODRICH lacks knowledge or sufficient information form a belief as
20 to the truth of the allegations in paragraph 11, and therefore denies them.

21 12. GOODRICH lacks knowledge or sufficient information to form a belief
22 as to the truth of the allegations in paragraph 12, and therefore denies them.

23 13. GOODRICH lacks knowledge or sufficient information to form a belief as
24 to the truth of the allegations in paragraph 13, and therefore denies them.

25 14. GOODRICH lacks knowledge or sufficient information to form a belief as
26 to the truth of the allegations in paragraph 14, and therefore denies them.

27 15. GOODRICH lacks knowledge or sufficient information to form a belief as
28 to the truth of the allegations in paragraph 15, and therefore denies them.

1 16. GOODRICH lacks knowledge or sufficient information to form a belief as
2 to the truth of the allegations in paragraph 16, and therefore denies them.

3 17. GOODRICH lacks knowledge or sufficient information to form a belief as
4 to the truth of the allegations in paragraph 17, and therefore denies them.

5 18. GOODRICH lacks knowledge or sufficient information to form a belief as
6 to the truth of the allegations in paragraph 18, and therefore denies them.

7 19. GOODRICH lacks knowledge or sufficient information to form a belief as
8 to the truth of the allegations in paragraph 19, and therefore denies them.

9 20. GOODRICH lacks knowledge or sufficient information to form a belief as
10 to the truth of the allegations in paragraph 20, and therefore denies them.

11 21. GOODRICH lacks knowledge or sufficient information to form a belief as
12 to the truth of the allegations in paragraph 21, and therefore denies them.

13 22. GOODRICH lacks knowledge or sufficient information to form a belief as
14 to the truth of the allegations in paragraph 22, and therefore denies them.

15 23. GOODRICH lacks knowledge or sufficient information to form a belief as
16 to the truth of the allegations in paragraph 23, and therefore denies them.

17 24. GOODRICH lacks knowledge or sufficient information to form a belief as
18 to the truth of the allegations in paragraph 24, and therefore denies them.

19 25. GOODRICH lacks knowledge or sufficient information to form a belief as
20 to the truth of the allegations in paragraph 25, and therefore denies them.

21 26. The allegations in paragraph 26 are directed toward other defendants;
22 therefore, no response is required. To the extent a response is required, GOODRICH
23 lacks knowledge or sufficient information to form a belief as to the truth of the
24 allegations in paragraph 26, and therefore denies them.

25 27. The allegations in paragraph 27 are directed toward other defendants;
26 therefore, no response is required. To the extent a response is required, GOODRICH
27 lacks knowledge or sufficient information to form a belief as to the truth of the
28 allegations in paragraph 27, and therefore denies them.

28. GOODRICH admits it is a Delaware corporation with its principal place of business in Connecticut. Except as expressly admitted, GOODRICH denies the allegations of paragraph 28.

29. Goodrich admits it is the successor to, and has assumed the liabilities of, Chandler Evans Control Systems, for purposes of this lawsuit only. Except as expressly admitted, GOODRICH denies the allegations of paragraph 29.

30. The allegations in paragraph 30 are directed toward other defendants; therefore, no response is required. To the extent a response is required, GOODRICH lacks knowledge or sufficient information to form a belief as to the truth of the allegations in paragraph 30, and therefore denies them.

31. GOODRICH denies the allegations in paragraph 31.

GENERAL ALLEGATIONS

32. GOODRICH admits that on or about February 17 or 18, 2007, the Helicopter crashed in Afghanistan. Except as expressly admitted, GOODRICH denies the allegations in paragraph 32.

33. GOODRICH lacks knowledge or sufficient information to form a belief as to the truth of the allegations in paragraph 33, and therefore denies them.

34. To the extent the allegations in paragraph 34 are directed toward other defendants, no response is required. To the extent the allegations in paragraph 34 are directed toward GOODRICH, GOODRICH admits that it, along with others, and in accordance with government specifications, designed, manufactured, assembled, inspected, tested, marketed, and sold the Hydromechanical Assembly of the full authority digital electronic control (FADEC) on the Helicopter, and inspected, tested, marketed and sold the Digital Electronics Control Unit of the FADEC on the Helicopter. Except as expressly admitted or otherwise answered, GOODRICH denies the allegations in paragraph 34.

35. To the extent the allegations in paragraph 35 are directed toward other defendants, no response is required. To the extent the allegations are directed

1 toward GOODRICH, they are denied.

2 36. To the extent the allegations in paragraph 36 are directed toward other
3 defendants, no response is required. To the extent the allegations in paragraph 36
4 are directed toward GOODRICH, GOODRICH admits that it, along with others,
5 and in accordance with government specifications, designed, manufactured,
6 assembled, inspected, tested, marketed, and sold the Hydromechanical Assembly of
7 the full authority digital electronic control (FADEC) on the Helicopter, and
8 inspected, tested, marketed and sold the Digital Electronics Control Unit of the
9 FADEC on the Helicopter. Except as expressly admitted, GOODRICH denies the
10 allegations of paragraph 36.

11 37. To the extent the allegations in paragraph 37 are directed toward other
12 defendants, no response is required. To the extent the allegations are directed toward
13 GOODRICH, GOODRICH denies the allegations in paragraph 37.

14 38. To the extent the allegations in paragraph 38 are directed toward other
15 defendants, no response is required. To the extent the allegations are directed toward
16 GOODRICH, GOODRICH denies the allegations in paragraph 38.

17 39. To the extent the allegations in paragraph 39 are directed toward other
18 defendants, no response is required. To the extent the allegations are directed toward
19 GOODRICH, GOODRICH denies the allegations in paragraph 39.

20 40. To the extent the allegations in paragraph 40 are directed toward other
21 defendants, and/or state legal conclusions, no response is required. To the extent the
22 allegations are directed toward GOODRICH, GOODRICH denies the allegations in
23 paragraph 40.

24 41. To the extent the allegations in paragraph 41 are directed toward other
25 defendants, and/or state legal conclusions, no response is required. To the extent the
26 allegations are directed toward GOODRICH, GOODRICH denies the allegations in
27 paragraph 41.

28 42. No response is required to the extent that the allegations in paragraph

1 42 state legal conclusions. To the extent a response is needed, GOODRICH denies
2 the allegations in paragraph 42.

3 43. No response is required to the extent that the allegations in paragraph
4 43 state legal conclusions. To the extent a response is needed, GOODRICH denies
5 the allegations in paragraph 43.

6 44. No response is required to the extent that the allegations in paragraph
7 44 state legal conclusions. To the extent a response is needed, GOODRICH denies
8 the allegations in paragraph 44.

9 45. No response is required to the extent that the allegations in paragraph
10 45 state legal conclusions. To the extent a response is needed, GOODRICH denies
11 the allegations in paragraph 45.

12 46. No response is required to the extent that the allegations in paragraph
13 46 state legal conclusions. To the extent a response is needed, GOODRICH denies
14 the allegations in paragraph 46.

15 47. No response is required to the extent that the allegations in paragraph
16 47 state legal conclusions. To the extent a response is needed, GOODRICH denies
17 the allegations in paragraph 47.

18 48. No response is required to the extent that the allegations in paragraph
19 48 state legal conclusions. To the extent a response is needed, GOODRICH denies
20 the allegations in paragraph 48.

21 49. No response is required to the extent that the allegations in paragraph
22 49 state legal conclusions. To the extent a response is needed, GOODRICH denies
23 the allegations in paragraph 49.

24 50. No response is required to the extent that the allegations in paragraph
25 50 state legal conclusions. To the extent a response is needed, GOODRICH denies
26 the allegations in paragraph 50.

27 51. No response is required to the extent that the allegations in paragraph
28 51 state legal conclusions. To the extent a response is needed, GOODRICH denies the

1 allegations in paragraph 51.

2 52. No response is required to the extent that the allegations in paragraph
3 52 state legal conclusions. To the extent a response is needed, GOODRICH denies the
4 allegations in paragraph 52.

5 53. No response is required to the extent that the allegations in paragraph
6 53 state legal conclusions. To the extent a response is needed, GOODRICH denies
7 the allegations in paragraph 53.

8 54. No response is required to the extent that the allegations in paragraph
9 54 state legal conclusions. To the extent a response is needed, GOODRICH denies
10 the allegations in paragraph 54.

11 55. No response is required to the extent that the allegations in paragraph
12 55 state legal conclusions. To the extent a response is needed, GOODRICH denies the
13 allegations in paragraph 55.

14 56. No response is required to the extent that the allegations in paragraph
15 56 state legal conclusions. To the extent a response is needed, GOODRICH denies
16 the allegations in paragraph 56.

17 57. No response is required to the extent that the allegations in paragraph
18 57 state legal conclusions. To the extent a response is needed, GOODRICH denies
19 the allegations in paragraph 57.

20 58. No response is required to the extent that the allegations in paragraph
21 58 state legal conclusions. To the extent a response is needed, GOODRICH denies
22 the allegations in paragraph 58.

23 59. No response is required to the extent that the allegations in paragraph
24 59 state legal conclusions. To the extent a response is needed, GOODRICH denies
25 the allegations in paragraph 59.

26 60. No response is required to the extent that the allegations in paragraph
27 60 contain plaintiffs' prayer for relief. To the extent paragraph 60 is deemed to contain
28 allegations, GOODRICH denies that plaintiffs are entitled to any relief from it.

FIRST CAUSE OF ACTION**(Wrongful Death)**

1 61. Answering the allegations in paragraph 61, GOODRICH incorporates its
2 previous responses as though fully set forth herein.

3 62. No response is required to the extent that the allegations in paragraph
4 state legal conclusions. To the extent a response is required, GOODRICH lacks
5 knowledge or sufficient information to form a belief as to the truth of the allegations in
6 paragraph 62, and therefore denies them.

7 63. No response is required to the extent that the allegations in paragraph
8 state legal conclusions. To the extent a response is required, GOODRICH lacks
9 knowledge or sufficient information to form a belief as to the truth of the allegations in
10 paragraph 63, and therefore denies them.

11 64. No response is required to the extent that the allegations in paragraph
12 state legal conclusions. To the extent a response is required, GOODRICH denies
13 the allegations in paragraph 64.

14 65. No response is required to the extent that the allegations in paragraph
15 state legal conclusions. To the extent a response is required, GOODRICH lacks
16 knowledge or sufficient information to form a belief as to the truth of the
17 allegations in paragraph 65 and therefore denies them.

18 66. No response is required to the extent that the allegations in paragraph
19 state legal conclusions. To the extent a response is required, GOODRICH lacks
20 knowledge or sufficient information to form a belief as to the truth of the
21 allegations in paragraph 66, and therefore denies them.

22 67. No response is required to the extent that the allegations in paragraph
23 state legal conclusions. To the extent a response is required, GOODRICH
24 denies the allegations in paragraph 67.

25 68. No response is required to the extent that the allegations in paragraph
26 state legal conclusions. To the extent a response is required, GOODRICH lacks
27

1 knowledge or sufficient information to form a belief as to the truth of the
2 allegations in paragraph 68, and therefore denies them.

3 69. No response is required to the extent that the allegations in paragraph
4 69 state legal conclusions. To the extent a response is required, GOODRICH lacks
5 knowledge or sufficient information to form a belief as to the truth of the
6 allegations in paragraph 69, and therefore denies them.

7 70. No response is required to the extent that the allegations in paragraph
8 70 state legal conclusions. To the extent a response is required, GOODRICH
9 denies the allegations in paragraph 70.

10 71. No response is required to the extent that the allegations in paragraph
11 71 state legal conclusions. To the extent a response is required, GOODRICH lacks
12 knowledge or sufficient information to form a belief as to the truth of the
13 allegations in paragraph 71, and therefore denies them.

14 72. No response is required to the extent that the allegations in paragraph
15 72 state legal conclusions. To the extent a response is required, GOODRICH lacks
16 knowledge or sufficient information to form a belief as to the truth of the
17 allegations in paragraph 72, and therefore denies them.

18 73. No response is required to the extent that the allegations in paragraph
19 73 state legal conclusions. To the extent a response is required, GOODRICH denies
20 the allegations in paragraph 73.

21 74. No response is required to the extent that the allegations in paragraph
22 74 state legal conclusions. To the extent a response is required, GOODRICH lacks
23 knowledge or sufficient information to form a belief as to the truth of the
24 allegations in paragraph 74, and therefore denies them.

25 75. No response is required to the extent that the allegations in paragraph
26 75 state legal conclusions. To the extent a response is required, GOODRICH lacks
27 knowledge or sufficient information to form a belief as to the truth of the
28 allegations in paragraph 75, and therefore denies them.

1 76. No response is required to the extent that the allegations in paragraph
2 76 state legal conclusions. To the extent a response is required, GOODRICH denies
3 the allegations in paragraph 76.

4 77. No response is required to the extent that the allegations in paragraph
5 77 state legal conclusions. To the extent a response is required, GOODRICH lacks
6 knowledge or sufficient information to form a belief as to the truth of the
7 allegations in paragraph 77, and therefore denies them.

8 78. No response is required to the extent that the allegations in paragraph
9 78 state legal conclusions. To the extent a response is required, GOODRICH lacks
10 knowledge or sufficient information to form a belief as to the truth of the
11 allegations in paragraph 78, and therefore denies them.

12 79. No response is required to the extent that the allegations in paragraph
13 79 state legal conclusions. To the extent a response is required, GOODRICH denies
14 the allegations in paragraph 79.

15 80. No response is required to the extent that the allegations in paragraph
16 80 state legal conclusions. To the extent a response is required, GOODRICH lacks
17 knowledge or sufficient information to form a belief as to the truth of the
18 allegations in paragraph 80, and therefore denies them.

19 81. No response is required to the extent that the allegations in paragraph
20 81 state legal conclusions. To the extent a response is required, GOODRICH lacks
21 knowledge or sufficient information to form a belief as to the truth of the
22 allegations in paragraph 812, and therefore denies them.

23 82. No response is required to the extent that the allegations in paragraph
24 82 state legal conclusions. To the extent a response is required, GOODRICH denies
25 the allegations in paragraph 82.

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SECOND CAUSE OF ACTION (Strict Product Liability)

83. Answering the allegations in paragraph 83, GOODRICH incorporates its previous responses as though fully set forth herein.

84. To the extent the allegations in paragraph 84 are directed toward other defendants, no response is required. To the extent the allegations in paragraph 84 are directed toward GOODRICH, GOODRICH admits that it, along with others, and in accordance with government specifications, designed, manufactured, assembled, inspected, tested, marketed, and sold the Hydromechanical Assembly of the full authority digital electronic control (FADEC) on the Helicopter, and inspected, tested, marketed and sold the Digital Electronics Control Unit of the FADEC on the Helicopter. Except as expressly admitted, GOODRICH denies the allegations in paragraph 84.

85. To the extent the allegations in paragraph 85 are directed toward other defendants, no response is required. To the extent the allegations in paragraph 85 are directed toward GOODRICH, GOODRICH denies the allegations in paragraph 85.

86. To the extent the allegations in paragraph 86 are directed toward other defendants, no response is required. To the extent the allegations in paragraph 86 are directed toward GOODRICH, GOODRICH denies the allegations in paragraph 86.

87. To the extent the allegations in paragraph 87 are directed toward other defendants, no response is required. To the extent the allegations in paragraph 87 are directed toward GOODRICH, GOODRICH denies the allegations in paragraph 87.

88. To the extent the allegations in paragraph 88 are directed toward other defendants, no response is required. To the extent the allegations in paragraph 88 are directed toward GOODRICH, GOODRICH denies the allegations in paragraph 88.

89. To the extent the allegations in paragraph 89 are directed toward other defendants, no response is required. To the extent the allegations in paragraph 89 are directed toward GOODRICH, GOODRICH denies the allegations in paragraph 89.

1 90. To the extent the allegations in paragraph 90 are directed toward other
2 defendants, no response is required. To the extent the allegations in paragraph 90 are
3 directed toward GOODRICH, GOODRICH denies the allegations in paragraph 90.

4 91. To the extent the allegations in paragraph 91 are directed toward other
5 defendants, no response is required. To the extent the allegations in paragraph 91 are
6 directed toward GOODRICH, GOODRICH admits that it, along with others, and in
7 accordance with government specifications, designed, manufactured, assembled,
8 inspected, tested, marketed, and sold the Hydromechanical Assembly of the full
9 authority digital electronic control (FADEC) on the Helicopter, and inspected,
10 tested, marketed and sold the Digital Electronics Control Unit of the FADEC on the
11 Helicopter. Except as expressly admitted, GOODRICH denies the allegations in
12 paragraph 91.

13 92. To the extent the allegations in paragraph 92 are directed toward other
14 defendants and/or state legal conclusions, no response is required. To the extent the
15 allegations in paragraph 92 are directed toward GOODRICH, GOODRICH denies
16 the allegations in paragraph 92.

17 93. To the extent the allegations in paragraph 93 are directed toward other
18 defendants and/or state legal conclusions, no response is required. To the extent the
19 allegations in paragraph 93 are directed toward GOODRICH, GOODRICH denies
20 the allegations in paragraph 93.

21 94. To the extent the allegations in paragraph 94 are directed toward other
22 defendants, and/or state legal conclusions, no response is required. To the extent the
23 allegations in paragraph 94 are directed toward GOODRICH, GOODRICH denies
24 the allegations in paragraph 94.

25 95. To the extent the allegations in paragraph 95 are directed toward other
26 defendants, and/or state legal conclusions, no response is required. To the extent the
27 allegations in paragraph 95 are directed toward GOODRICH, GOODRICH denies
28 the allegations in paragraph 95.

THIRD CAUSE OF ACTION

(Negligence)

96. Answering the allegations in paragraph 96, GOODRICH incorporates its previous responses as though fully set forth herein.

97. To the extent the allegations in paragraph 97 are directed toward other defendants, no response is required. To the extent the allegations in paragraph 97 are directed toward GOODRICH, GOODRICH admits that it, along with others, and in accordance with government specifications, designed, manufactured, assembled, inspected, tested, marketed, and sold the Hydromechanical Assembly of the full authority digital electronic control (FADEC) on the Helicopter, and inspected, tested, marketed and sold the Digital Electronics Control Unit of the FADEC on the Helicopter. Except as expressly admitted, GOODRICH denies the allegations in paragraph 97.

98. To the extent the allegations in paragraph 98 are directed toward other defendants, no response is required. To the extent the allegations in paragraph 98 are directed toward GOODRICH, GOODRICH denies the allegations in paragraph 98.

99. GOODRICH lacks knowledge or sufficient information to form a belief as to the truth of the allegations in paragraph 99, and therefore denies them.

100. To the extent the allegations in paragraph 100 are directed toward other defendants, no response is required. To the extent the allegations in paragraph 100 are directed toward GOODRICH, GOODRICH denies the allegations in paragraph 100.

101. To the extent the allegations in paragraph 101 are directed toward other defendants, no response is required. To the extent the allegations in paragraph 101 are directed toward GOODRICH, GOODRICH denies the allegations in paragraph 101.

102. To the extent the allegations in paragraph 102 are directed toward other defendants, no response is required. To the extent the allegations in paragraph 102 are directed toward GOODRICH, GOODRICH denies the allegations in paragraph 102.

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1 103. To the extent the allegations in paragraph 103 are directed toward other
2 defendants, no response is required. To the extent the allegations in paragraph 103 are
3 directed toward GOODRICH, GOODRICH denies the allegations in paragraph 103.

4 104. To the extent the allegations in paragraph 104 are directed toward other
5 defendants, no response is required. To the extent the allegations in paragraph 104 are
6 directed toward GOODRICH, GOODRICH denies the allegations in paragraph 104.

7 105. To the extent the allegations in paragraph 105 are directed toward other
8 defendants, no response is required. To the extent the allegations in paragraph 105 are
9 directed toward GOODRICH, GOODRICH denies the allegations in paragraph 105.

10 106. To the extent the allegations in paragraph 106 are directed toward other
11 defendants and/or state legal conclusions, no response is required. To the extent the
12 allegations in paragraph 106 are directed toward GOODRICH, GOODRICH denies
13 the allegations in paragraph 106.

14 107. To the extent the allegations in paragraph 107 are directed toward other
15 defendants and/or state legal conclusions, no response is required. To the extent the
16 allegations in paragraph 107 are directed toward GOODRICH, GOODRICH denies
17 the allegations in paragraph 107.

18 108. To the extent the allegations in paragraph 108 are directed toward other
19 defendants and/or state legal conclusions, no response is required. To the extent the
20 allegations in paragraph 108 are directed toward GOODRICH, GOODRICH denies
21 the allegations in paragraph 108.

22 **FOURTH CAUSE OF ACTION**

23 **(Breach of Warranties)**

24 109. Answering the allegations in paragraph 109, GOODRICH incorporates
25 its previous responses as though fully set forth herein.

26 110. To the extent the allegations in paragraph 110 are directed toward other
27 defendants and/or state legal conclusions, no response is required. To the extent the
28

1 allegations in paragraph 110 are directed toward GOODRICH, GOODRICH denies
2 the allegations in paragraph 110.

3 111. To the extent the allegations in paragraph 111 are directed toward other
4 defendants, no response is required. To the extent the allegations in paragraph 111
5 are directed toward GOODRICH, GOODRICH admits that it, along with others, and
6 in accordance with government specifications, designed, manufactured, assembled,
7 inspected, tested, marketed, and sold the Hydromechanical Assembly of the full
8 authority digital electronic control (FADEC) on the Helicopter, and inspected,
9 tested, marketed and sold the Digital Electronics Control Unit of the FADEC on the
10 Helicopter. Except as expressly admitted, GOODRICH denies the allegations in
11 paragraph 111.

12 112. To the extent the allegations in paragraph 112 are directed toward other
13 defendants and/or state legal conclusions, no response is required. To the extent a
14 response is required, GOODRICH denies the allegations in paragraph 112.

15 113. To the extent the allegations in paragraph 113 are directed toward other
16 defendants, no response is required. To the extent the allegations in paragraph 113
17 are directed toward GOODRICH, GOODRICH denies the allegations in paragraph
18 113.

19 114. To the extent the allegations in paragraph 114 are directed toward other
20 defendants, and/or state legal conclusions, no response is required. To the extent the
21 allegations in paragraph 114 are directed toward GOODRICH, GOODRICH denies
22 the allegations in paragraph 114.

23 115. To the extent the allegations in paragraph 115 are directed toward other
24 defendants, and/or state legal conclusions, no response is required. To the extent the
25 allegations in paragraph 115 are directed toward GOODRICH, GOODRICH denies
26 the allegations in paragraph 115.

27 116. To the extent the allegations in paragraph 116 are directed toward other
28 defendants, and/or state legal conclusions, no response is required. To the extent the

1 allegations in paragraph 116 are directed toward GOODRICH, GOODRICH denies
2 the allegations in paragraph 116.

3 117. To the extent the allegations in paragraph 117 are directed toward other
4 defendants, no response is required. To the extent the allegations are directed toward
5 GOODRICH, GOODRICH denies the allegations in paragraph 117.

6 118. To the extent the allegations in paragraph 118 are directed toward other
7 defendants, no response is required. To the extent the allegations are directed toward
8 GOODRICH, GOODRICH denies the allegations in paragraph 118.

9 119. To the extent the allegations in paragraph 119 are directed toward other
10 defendants, no response is required. To the extent the allegations are directed
11 toward GOODRICH, GOODRICH denies the allegations in paragraph 119.

12 **FIFTH CAUSE OF ACTION**

13 **(Loss of Consortium)**

14 120. Answering the allegations in paragraph 120, GOODRICH incorporates
15 its previous responses as though fully set forth herein.

16 121. No response is required to the extent that the allegations in paragraph
17 121 state legal conclusions. To the extent a response is required, GOODRICH lacks
18 knowledge or sufficient information to form a belief as to the truth of the
19 allegations in paragraph 121, and therefore denies them.

20 122. No response is required to the extent that the allegations in paragraph
21 122 state legal conclusions. To the extent a response is required, GOODRICH lacks
22 knowledge or sufficient information to form a belief as to the truth of the
23 allegations in paragraph 122, and therefore denies them.

24 123. No response is required to the extent that the allegations in paragraph
25 123 state legal conclusions. To the extent a response is required, GOODRICH lacks
26 knowledge or sufficient information to form a belief as to the truth of the
27 allegations in paragraph 123, and therefore denies them.

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1 124. No response is required to the extent that the allegations in paragraph
2 124 state legal conclusions. To the extent a response is required, GOODRICH lacks
3 knowledge or sufficient information to form a belief as to the truth of the
4 allegations in paragraph 124, and therefore denies them.

5

6 **AFFIRMATIVE AND ADDITIONAL DEFENSES**

7 GOODRICH states the following as separate affirmative defenses to
8 Plaintiffs' complaint:

9 **FIRST AFFIRMATIVE DEFENSE**

10 1. The amended complaint, including each cause of action therein, fails
11 to state a claim upon which relief can be granted.

12 **SECOND AFFIRMATIVE DEFENSE**

13 2. The amended complaint, and each purported cause of action therein,
14 may be barred, in whole or in part, by applicable statutes of limitation and/or
15 repose.

16 **THIRD AFFIRMATIVE DEFENSE**

17 3. Venue is improper in this Court.

18 **FOURTH AFFIRMATIVE DEFENSE**

19 4. Plaintiffs' damages, if any, were caused or contributed to by the acts
20 and/or omissions of Plaintiffs or their Decedents, or by others over whom
21 Defendant has or had no control or right to control, including Plaintiffs' or their
22 Decedents' employer, co-employees, or other individuals or entities in privity with
23 them, thus barring or diminishing Plaintiffs' recovery.

24 **FIFTH AFFIRMATIVE DEFENSE**

25 5. Plaintiffs' damages, if any, were directly and proximately caused, or
26 contributed to, by the acts and/or omissions of other individuals or entities over
27 whom Defendant has or had no control or right of control, and for whom
28 Defendant is not responsible. Said acts and/or omissions intervened between the

1 acts and/or omissions of Defendant, if any, and were the sole, direct and proximate
 2 cause of Plaintiffs' damages, if any. Plaintiffs' recovery, if any, should therefore
 3 be barred or diminished in accordance with applicable law.

4 **SIXTH AFFIRMATIVE DEFENSE**

5 6. Defendant places in issue the negligence, fault and responsibility, if
 6 any, of all persons who contributed in any degree to the damages and/or losses
 7 alleged to have been sustained by Plaintiffs, in proportion to each person's
 8 negligence, fault, or responsibility. Judgment, if any, against Defendant should be
 9 diminished to an amount that represents its degree of negligence, fault or
 10 responsibility, if any.

11 **SEVENTH AFFIRMATIVE DEFENSE**

12 7. The amended complaint, and each purported cause of action therein, is
 13 barred, in whole or in part, by Plaintiffs' and/or Plaintiffs' employer's failure to
 14 mitigate damages, if any.

15 **EIGHTH AFFIRMATIVE DEFENSE**

16 8. The amended complaint, and each purported cause of action therein,
 17 may be barred, in whole or in part, by the doctrine of waiver.

18 **NINTH AFFIRMATIVE DEFENSE**

19 9. The amended complaint, and each purported cause of action therein,
 20 may be barred, in whole or in part, by the doctrine of estoppel.

21 **TENTH AFFIRMATIVE DEFENSE**

22 10. The amended complaint, and each purported cause of action therein,
 23 may be barred, in whole or in part, by the doctrine laches.

24 **ELEVENTH AFFIRMATIVE DEFENSE**

25 11. The amended complaint, and each purported cause of action therein,
 26 may be barred, in whole or in part, by the doctrine of unclean hands.

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1 **TWELFTH AFFIRMATIVE DEFENSE**

2 12. Any award of judgment entered in favor of Plaintiffs must be reduced
3 by the amount of any benefits received from others.

4 **THIRTEENTH AFFIRMATIVE DEFENSE**

5 13. Plaintiffs' damages, if any, were directly and proximately caused by
6 the misuse of the product, which was not foreseeable by Defendant. Said misuse
7 bars recovery against Defendant.

8 **FOURTEENTH AFFIRMATIVE DEFENSE**

9 14. Plaintiffs and/or their Decedents, their employer, co-employee[s]
10 and/or other persons over whom Defendant has or had no control or right of
11 control, without Defendant's knowledge and/or approval, may have redesigned,
12 modified, altered and/or used the product contrary to instructions and the customs
13 and practice of the industry which substantially changed its character. Defendant
14 further alleges that if there was a defect in the product, which is specifically
15 denied, such defect resulted solely from the redesign, modification, alteration,
16 treatment or other changes therein and not from any act or omission by Defendant.
17 Therefore, said defect, if any, was created by Plaintiffs and/or their Decedents,
18 their employer, co-employee[s] and/or other persons or parties over whom
19 Defendant has or had no control or right of control, as the case may be, and was the
20 sole and proximate cause of the damages, if any, allegedly suffered.

21 **FIFTEENTH AFFIRMATIVE DEFENSE**

22 15. The design of the subject product or components was consistent with
23 the "state of the art" at the time of its design and manufacture.

24 **SIXTEENTH AFFIRMATIVE DEFENSE**

25 16. The benefits of the design of the subject product or components
26 outweighed the inherent risks, if any.

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SEVENTEENTH AFFIRMATIVE DEFENSE

17. Any claim for breach of warranty may be barred by the expiration of
any such warranty given.

EIGHTEENTH AFFIRMATIVE DEFENSE

18. Plaintiffs' recovery upon any theory of warranty is barred since
Plaintiffs or their Decedents were not in privity of contract with Defendant, were
not third-party beneficiaries of any warranty given by Defendant, and did not rely
upon any warranty given by Defendant.

NINETEENTH AFFIRMATIVE DEFENSE

19. If there were any defects in the product as alleged by Plaintiffs, which
defect or defects Defendant specifically denies, Plaintiff knew or should have
known that the product was defective and that Plaintiffs' or their Decedents' use of
the product would expose them to the risk of the injuries and damages alleged.

TWENTIETH AFFIRMATIVE DEFENSE

20. The amended complaint, and each purported cause of action therein,
may be barred, in whole or in part, by Plaintiffs and/or their Decedents' conduct in
voluntarily and knowingly assuming an unreasonable risk of injury and/or damage.

TWENTY-FIRST AFFIRMATIVE DEFENSE

21. Plaintiffs waived whatever rights they might otherwise have had in
that Plaintiffs failed to notify Defendant of any alleged breach of warranty, express
or implied, and/or of alleged defects in any product manufactured or marketed by
Defendant within a reasonable time after Plaintiff discovered and/or should have
discovered any defect or nonconformity, if any existed, thereby prejudicing
Defendant from being able to fully investigate and defend the allegations contained
in the unverified Amended complaint.

TWENTY-SECOND AFFIRMATIVE DEFENSE

22. Plaintiffs' damages, if any, were caused by an act of God for which
defendant cannot be liable.

1 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

2 23. The amended complaint, and each purported cause of action therein,
3 should be dismissed on the ground that Plaintiffs have failed to join necessary and
4 indispensable parties.

5 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

6 24. The amended complaint, and each purported cause of action therein, is
7 barred, in whole or in part, because the subject product and components were
8 designed and manufactured in conformity with specifications provided or approved
9 by the United States Government.

10 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

11 25. The amended complaint, and each purported cause of action therein, is
12 barred, in whole or in part, by the government contractor defense, as set forth in
13 *Boyle v. United Technologies Corp.*, 487 U.S. 500 (1988), and other applicable
14 law.

15 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

16 26. The amended complaint, and each purported cause of action therein,
17 may be preempted by the combatant activities exception to the Federal Tort Claims
18 Act.

19 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

20 27. Plaintiffs' claims for punitive damages, if any, are barred or limited
21 by provisions of the United States Constitution and by state constitutional and
22 statutory provisions, including without limitation, proscriptions against double
23 jeopardy and excessive fines, and provisions assuring due process and equal
24 protection under the laws.

25 **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

26 28. The amended complaint, and each purported cause of action therein,
27 may be barred, in whole or in part, if the government invokes the state secrets
28

1 privilege to preclude production of information necessary to the Defendant's
2 defense or to Plaintiffs' prima facie case.

3 **TWENTY-NINTH AFFIRMATIVE DEFENSE**

4 29. The amended complaint, and each purported cause of action therein,
5 fails to present a justiciable controversy.

6 **THIRTIETH AFFIRMATIVE DEFENSE**

7 30. Plaintiffs' claims are barred or preempted in whole or in part by
8 federal law, statutes and regulations.

9 **THIRTY-FIRST AFFIRMATIVE DEFENSE**

10 31. Any design defects or warning defects in products sold by Defendant,
11 which defects Defendant denies, are due to plans, specifications, or directions
12 provided to Defendant by other persons, and those plans, specifications, or
13 directions were not so obviously defective or dangerous that no reasonable person
14 would follow them.

15 **THIRTY-SECOND AFFIRMATIVE DEFENSE**

16 32. The product(s) for which Defendant is allegedly responsible, were
17 intended for and sold to a knowledgeable and sophisticated user over whom
18 Defendant has or had no control and who was fully informed as to the risks and
19 dangers, if any, associated with the product and the precautions necessary to avoid
20 such risks and dangers. Accordingly, Defendant did not owe a duty to warn
21 Plaintiffs of the alleged risks or dangers, if any, associated with the product(s).

22 **THIRTY-THIRD AFFIRMATIVE DEFENSE**

23 33. The Court lacks personal jurisdiction over Defendant.

24 **THIRTY-FOURTH AFFIRMATIVE DEFENSE**

25 34. Plaintiffs lack standing to pursue the claims in this lawsuit.

26 **THIRTY-FIFTH AFFIRMATIVE DEFENSE**

27 35. Plaintiffs lack capacity to pursue the claims in this lawsuit.

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1 **THIRTY-SIXTH AFFIRMATIVE DEFENSE**

2 36. The subject product(s) sold by Defendant fully complied with all
3 applicable government laws and regulations, and industrial standards at the time
4 the product(s) left Defendant's control.

5 **THIRTY-SEVENTH AFFIRMATIVE DEFENSE**

6 37. Plaintiffs' claims are barred in whole or in part by the Political
7 Question Doctrine.

8 **THIRTY-EIGHTH AFFIRMATIVE DEFENSE**

9 38. This is an inconvenient forum and this action should be dismissed
10 based upon the doctrine of *forum non conveniens*.

11 **THIRTY-NINTH AFFIRMATIVE DEFENSE**

12 39. Plaintiffs' action may be governed, in whole or in part, by the laws of
13 jurisdictions other than California, including the laws of other states or foreign
14 countries. Defendant hereby gives notice pursuant to Fed. Rule of Civ. Proc. 44.1
15 that it may raise issues in this action concerning a foreign law.

16 **FORTIETH AFFIRMATIVE DEFENSE**

17 40. Defendant reserves the right to add those additional defenses which it
18 deems necessary to its defense during or upon the conclusion of investigation and
19 discovery, and further reserves the right to assert any additional affirmative
20 defense asserted by another defendant and/or allowed by the law of the jurisdiction
21 found to apply in this case.

22 WHEREFORE, Goodrich prays for judgment as follows:

23 1. Plaintiffs take nothing from Goodrich by virtue of the unverified
24 Amended complaint;

25 2. Goodrich be awarded its costs of suit herein; and

26 ///

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1 3. Goodrich be granted such other and further relief as the Court may
2 deem just and proper.

3
4 Dated: June 16, 2008

MENDES & MOUNT, LLP

5
6 By: _____ /s/
7

8 Mark R. Irvine
9 Attorneys for Defendant
Goodrich Pump & Engine Control
Systems, Inc.

PROOF OF SERVICE

2 **STATE OF CALIFORNIA** } ss. **Getz v. Goodrich Pump and Engine**
 3 **COUNTY OF LOS ANGELES** } **USDC Case No. CGC-07-06396 CW**
 Our File No. 394,429

I, Espie Lucero, hereby certify that on June 16, 2008, I placed a true copy of the **Answer of Defendant Goodrich Pump & Engine Control Systems, Inc. to the Amended Complaint** in a sealed envelope, with postage fully paid, addressed as per the attached service list, for collection and mailing at Mendes & Mount in Los Angeles, California following ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

<u>Attorneys for Plaintiff</u>	<u>Attorneys for Defendant</u>	
Casey A. Kaufman The Brandi Law Firm 354 Pine Street, Third Floor San Francisco, CA 94104 415-989-1800 / 415-989-1801 (Fx)	<u>The Boeing Company</u> Richard Chon Perkins Coie, LLP South Tower 1620 26 th Street, 6 th Floor Santa Monica, CA 90404-4013 310-788-9900 / 310-788-3399 (Fx)	

Executed at Los Angeles, California, on this 16th day of June 2008.

Espie Lucero
Espir Lucero